



To: Joel Boyd, Superintendent  
From: Billie Jo Turner, Assistant Superintendent  
RE: Contract Update for James Hall  
Date: 1-31-22

---

The changes in this contract are cost neutral as compared to the versions that the School Committee voted on in June and December. The Solicitor has reviewed this version and made language changes. I recommend that the School Committee approve this version. Attached are both the December 15 version and the current version.

## AMENDMENT (JANUARY)

The AGREEMENT made and entered into on the 22th day of August of 2019, by and between LOWELL PUBLIC SCHOOLS of the CITY OF LOWELL, hereinafter referred to as “LOWELL”, and JAMES P. HALL, hereinafter referred to as “OPERATING OFFICER” is hereby amended as follows:

1. The title of the position shall be changed from “Chief Operating Officer” to “Assistant Superintendent/Chief Operating Officer” throughout the entire document.
2. The following paragraphs shall be amended, as follows, effective July 1, 2021:
  - a. Paragraph 1 amended to: “1. EMPLOYMENT: EMPLOYER hereby employs JAMES P. HALL as Assistant Superintendent/Chief Operating Officer, and James P. Hall hereby accepts employment on the following terms and conditions:
  - b. Paragraph 2 shall be amended to extend the Agreement approximately 1 year and 11 months until June 30, 2024.
  - c. The second paragraph of Paragraph 2 shall be replaced with the following language: OPERATING OFFICER shall no later than January 1, 2024 advise the Superintendent of Schools by written notice whether he desires to negotiate a successor agreement. Failure to so notify the Superintendent of Schools shall result in the expiration of this agreement on June 30, 2024 unless this agreement is otherwise terminated for cause as stated herein. If the Superintendent fails to notify OPERATING OFFICER of the non-renewal of this agreement at least 120 days prior to its expiration it shall be automatically renewed for an additional one-year period.
  - d. Paragraph 3a shall be amended so that the annual salary is One Hundred Ninety-Two Thousand Eight Hundred Twenty-Five and 76/100 (\$192,825.76) Dollars, effective July 1, 2021.
  - e. It is agreed that Assistant Superintendent/Chief Operating Officer’s duties shall include work as labor counsel and collective bargaining counsel. It is further agreed that pursuant to this amendment all services under labor/collective bargaining counsel shall be performed by the Assistant Superintendent/Chief Operating Officer, and no outside counsel shall be hired by the District.

All other terms and conditions in said Agreement shall remain as set forth in the original Agreement.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Joel D. Boyd, Ed.D.  
Superintendent of Schools

\_\_\_\_\_  
James P. Hall  
Assistant Superintendent/Chief Operating Officer

THE LOWELL SCHOOL COMMITTEE,

_____	_____
_____	_____
_____	_____
_____	

APPROVED AS TO FORM:

\_\_\_\_\_  
Christine P. O'Connor  
City Solicitor

AMENDMENT #1

The AGREEMENT made and entered into on the 22th day of August of 2019, by and between LOWELL PUBLIC SCHOOLS of the CITY OF LOWELL, hereinafter referred to as "LOWELL", and JAMES P. HALL, hereinafter referred to as "OPERATING OFFICER" is hereby amended as follows:

1. The title of the position shall be changed from "Chief Operating Officer" to "Chief Operating Officer/Assistant Superintendent."
2. The following paragraphs shall be amended, as follows, effective July 1, 2021:
  - a. Paragraph 1 amended to: "1. EMPLOYMENT: EMPLOYER hereby employs JAMES P. HALL as the Chief Operating Officer, serving in the capacity of an assistant superintendent, and James P. Hall hereby accepts employment on the following terms and conditions:"
  - b. Paragraph 2 shall be amended to extend the Agreement approximately 1 year and 11 months until June 30, 2024.
  - c. The second paragraph of Paragraph 2 shall be replaced with the following language: OPERATING OFFICER shall no later than January 1, 2024 advise the Superintendent of Schools by written notice whether he desires to negotiate a successor agreement. Failure to so notify the Superintendent of Schools shall result in the expiration of this agreement on June 30, 2024 unless this agreement is otherwise terminated for cause as stated herein. If the Superintendent fails to notify OPERATING OFFICER of the non-renewal of this agreement at least 120 days prior to its expiration it shall be automatically renewed for an additional one-year period.
  - d. Paragraph 3a shall be amended so that the annual salary is One Hundred Ninety-Two Thousand Eight Hundred Twenty-Five and 76/100 (\$192,825.76) Dollars, effective July 1, 2021. However, if the Lowell School Committee hires, retains, or votes to use another attorney as Collective Bargaining Counsel, and OPERATING OFFICER will no longer have these duties, OPERATING OFFICER's annual salary may be reduced by up to \$36,000.00 at the sole discretion of the Lowell School Committee, effective upon that successor attorney's start date, for the remainder of the term of OPERATING OFFICER's contract or any extension of OPERATING OFFICER's contract.

All other terms and conditions in said Agreement shall remain as set forth in the original Agreement.

Dated: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Joel D. Boyd, Ed.D.  
Superintendent of Schools

\_\_\_\_\_  
Dr. James P. Hall, Esq.  
Chief Operating Officer

Exhibit A